



**REQUEST FOR QUALIFICATIONS  
BID REQUEST NO. 298-RFQ-CNGENG**

**ENGINEERING DRAWINGS FOR ELECTRICAL SERVICE  
AT  
CITY OF ASHEVILLE CNG FUELING STATION**

**ISSUED BY: CITY OF ASHEVILLE FLEET MANAGEMENT DIVISION  
P.O. BOX 7148  
ASHEVILLE, NC 28802**

**SITE VISIT: October 5, 2011 – 10:00 A.M.  
FLEET MANAGEMENT  
173 S. CHARLOTTE ST, ASHEVILLE, NC**

**RFQ RESPONSE DUE: October 12, 2011 – 3:00 P.M.  
AT: CITY OF ASHEVILLE PURCHASING DIVISION  
3 HUNT HILL PLACE  
ASHEVILLE, NC 28801**



## **City of Asheville Fleet Management**

### **Solicitation No. 298-RFQ-CNGENG**

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## **I. PURPOSE**

City of Asheville is soliciting RFQs from qualified persons and/or firms for the purpose of entering into a contract for professional services for an Architectural/Engineering (A/E) firm with experience in designing electrical service for the City of Asheville compressed natural gas fueling station. Details are provided in part III. Scope of Work.

Persons/Firms shall be licensed to practice in the State of North Carolina and have proven expertise and knowledge of regulations of the type of work as solicited under the Scope of Work Section of this RFQ.

## **II. BACKGROUND**

The Asheville compressed natural gas fueling station is located at 45 McCormick Place, Asheville, NC. The facility is in operation currently. The City is increasing capacity at the station by replacing the existing compressors and dryer with new compressors and a new dryer and by adding an additional three storage vessels to the existing three vessels that will remain in service.

The new compressors, dryer, and storage vessels are being supplied by the City of Asheville.

Progress Energy has evaluated the electrical service to the facility and has confirmed the service is sufficient to meet the demand of the new equipment.

## **III. SCOPE OF WORK**

The City of Asheville invites RFQs from A/E firms to furnish all expertise to produce and provide electrical drawings required for the issuance of a permit for installation of the new compressors, dryer and storage vessels and subsequent installation of the equipment. The following highlights the services the A/E will be required to perform:

- A. Consultant shall perform electrical engineering duties in the review of the existing electrical service at the CNG fueling station and shall review the specifications of the replacement equipment in preparation for developing electrical engineering drawings and specifications for the installation of the new equipment.
- B. Prepare sealed engineering design drawings as required to secure issuance of a construction permit for installation of the new equipment.
- C. Provide services for the installation phase, including but not limited to: reviews contractor installation in the field for conformance to drawings and specifications.

The technical specifications of the new equipment will be provided to the selected electrical engineering firm for use in developing the required drawings and specifications.

## **IV. RFQ FORMAT**

In order to be considered responsive to this RFQ, each entity must conform to the following requirements.

### 1. Cover Letter

Submittal of a cover letter stating interest and the name, title, telephone number, and e-mail address and the name of the key contact person.

### 2. Qualifications of the firm

- A brief company profile, including types of service offered; the year founded; number, size, and location of offices; number of employees.
- A general description of the firm's financial condition, and any other condition (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the firm's ability to complete the project.
- A brief company history of comparable work. Describe all firms' related experience in performing work of a similar nature to that solicited by this RFQ.
- Experience in working with various governmental and regulatory agencies that may have jurisdiction over the approval of the work specified in this RFQ.
- Resumes of key employees and their role in this project.
- A detailed listing of all required federal and state licenses needed to perform the services requested, in whose name such licenses are issued.

### 3. References

A minimum of three (3) references should be provided. Furnish the name, title, address, and telephone number of the person who is most knowledgeable of the representative work performed. Experience with electrical work related to the operation of compressors is most desired.

### 4. Additional Information

Include any additional information deemed pertinent to the RFQ. Please limit your RFQ to 25 pages or less and number all the pages. Cover page, tabs and dividers do not count toward the page limit.

### 5. Statement of Commitment and Signature

Each respondent shall fully execute the Understanding of RFQ Procedures, Terms and Conditions, Appendix A, and submit with the RFQ. By signing the Terms and Conditions the respondent agrees that they are in compliance with all applicable affirmative action, business registration and/or any other requirements of law with respect to its business activities.

## 6. License and Insurances

The qualified consultant must be licensed to conduct business in the State of North Carolina and must carry a General Liability Insurance policy at a minimum of \$1,000,000 (the City of Asheville must be named as an additional insured). Certificate of insurance must be provided upon fully executed contract.

## **V. SUBMITTALS**

Respondents must submit an original and six (6) copies of their RFQs and must be received by **3:00 pm on Wednesday, October 12, 2011** at the following location:

City of Asheville  
Purchasing Division  
3 Hunt Hill Place  
Asheville, NC 28801

ATTN: Amy Patterson  
RFQ#: 298-RFQ-CNGENG

RFQs will not be accepted by facsimile transmission or e-mail.

Any and all RFQs not received by **3:00 pm on Wednesday, October 12, 2011** will be non-responsive and will be returned unopened. Responses should include all information requested and responses which fail to meet the requirements set forth herein or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

## **VI. INQUIRES**

A site visit will be held on **October 5, 2011 – 10:00 A.M.** at Fleet Management, 173 S. Charlotte St., Asheville, NC 28801.

All inquires and questions about this RFQ must be submitted in writing by email to Linda Fowler at the following address: [lindaflower@bellsouth.net](mailto:lindaflower@bellsouth.net).

## **VII. EVALUATION AND SELECTION**

RFQs will be evaluated on the basis of the most advantageous to City of Asheville and will consider, but not limited:

1. Expertise and past experience of the A/E in providing services on projects of similar size, scope and features as those required on this project.
2. Availability to accommodate the required services;

3. Qualifications and experience of the A/E's project manager to be assigned to this project.
4. Ability of the A/E firm to respond rapidly to the needs of the City of Asheville.

Generally, the selection committee will consider the A/E's overall suitability to provide the required services within the project's time, budget and operational constraints, and it will consider the comments and/or recommendations of the A/E's previous clients, as well as other references.

#### Interviews

After evaluation of the RFQs received in response to the RFQ, applicants may be invited for interviews. The firm's key contact must attend the interview.

### **VIII. TERMINATION**

The City of Asheville by written notice may terminate this contract, in whole or in part, when it is in the interest of the City of Asheville. If this contract is terminated, the City of Asheville shall be liable only for payment under the provisions of this contract for services rendered before the effective date of termination.

### **IX. ADDITIONAL REQUIREMENTS**

All RFQs become the property of the City of Asheville upon submission. The cost of preparing, submitting and presenting a RFQ is the sole expense of the consultant. The City of Asheville reserves the right to reject any and all RFQs received as a result of this solicitation with any qualified source, to waive any formality and any technicalities or to cancel the RFQ in part or in its entirety if it is in the best interest of the City of Asheville.

The City of Asheville reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

It will be necessary for responding parties to comply fully with the general terms and conditions outlined in this document if they are to be considered. A letter attesting the respondent has read and understands all procedures is a part of the initial submission requirements (Use Appendix A).

## **APPENDIX A**

**(To be returned with RFQ submission)**

### **Understanding of RFQ Procedures, Terms and Conditions**

#### **Invitation to Submit RFQs**

**I acknowledge I have read and understand all procedures and requirements of the above referenced RFQ and have complied fully with the general terms and conditions outlined in the RFQ.**

**Representative's Signature:** \_\_\_\_\_

**Representative's Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## APPENDIX B –General Conditions

### GENERAL TERMS AND CONDITIONS PROFESSIONAL SERVICE CONTRACT LESS THAN \$30,000

1. **SCOPE OF WORK:** CONTRACTOR shall provide the service as set forth in Exhibit A. If there are any terms in Exhibit A that conflict with the terms in Exhibit B, the terms in Exhibit B take precedent and shall control.
2. **TERM:** The term of this contract shall be until the project is completed or as set forth in Exhibit A.
3. **COMPENSATION:** The City will compensate the CONTRACTOR as set forth in Department Director's Contract Approval Form. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
4. **TIME KEEPING:** If applicable, the CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the Department Director or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.
5. **EMPLOYEES OF CONTRACTOR:** Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
6. **INSURANCE:** The work performed under this Agreement has been classified as a standard risk profile. The Contractor agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers compensation, employers liability, environmental liability and umbrella coverage in the amounts shown on the **City of Asheville Minimum Insurance Coverage and Requirements Matrix in effect as of the date of this Agreement incorporated herein to this Agreement and available to the Contractor upon request.** The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein, with the City named as an additional insured on all coverages, except worker's compensation. In the event of cancellation, substantial changes or nonrenewal, the Contractor and insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed by Contractor until Contractor has furnished to the City the above referenced certificates of insurance, in a form suitable to the City. In the event the Certificate of Liability Insurance includes a disclaimer, Contractor shall cause his Insurer to issue a Form CG20 10, or other Additional Insured Amendatory Endorsement showing City of Asheville as Additional Insured. In addition CONTRACTOR shall provide for \$1,000,000 in professional liability insurance naming the City of Asheville as an additional insured.
7. **HOLD HARMLESS / INDEMNITY:** CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees. The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated there-under. The Contractor hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated there-under. **Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.**
8. **SKILL OF CONTRACTOR:** The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
9. **COMPLIANCE WITH OTHER LAWS:** CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
10. **TERMINATION:** This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.
11. **GENERAL CONDITIONS:** (a) This agreement contains the entire agreement between the parties. (b) Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect. (c) This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina. (d) This contract is not assignable by either party without the prior written consent of the other party. (e) The contractor shall provide a drug-free workplace, as set forth in the Drug Free Workplace Policy. Said policy is available upon request.
12. **Minority Business Plan:**  
The City of Asheville has adopted a Minority Business Plan to encourage participation by women and minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to, Coordinator for the Minority Business Program, City of Asheville, Post Office Box 7148, Asheville, NC 28802-7148 or by phone at (828) 232-4566 or by e-mail at [minoritybusiness@ashevillenc.gov](mailto:minoritybusiness@ashevillenc.gov). You can access two sources for certified minority firms at [www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h](http://www.ips.state.nc.us/ips/vendor/searchvendor.aspx?t=h) and [www.doa.state.nc.us/hub](http://www.doa.state.nc.us/hub) to search for vendors. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.
13. **RENEWAL:** The City may elect to renew this Agreement for additional twelve (12) month periods. In order to elect renewal, the City shall provide the Contractor with sixty (60) days written notice prior to the end of the current term of this Agreement. Upon receipt of this notice, the Contractor shall provide ten (10) days written notice to the City regarding whether or not it agrees to renew the Agreement and for what amount. The parties acknowledge that approval by the City Council may be required, based upon the amount to be paid for performance of the Agreement.



14. RIGHT TO AUDIT: Contractor shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of Contractor that are pertinent to this Agreement to perform examinations and audits. Contractor shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years

## APPENDIX C - ADVERTISEMENT

### CITY OF ASHEVILLE, NORTH CAROLINA ADVERTISEMENT TO RECEIVE QUALIFICATIONS

September 28, 2011

To All Interested Parties

In accordance with North Carolina General Statute 143-64.31 thru 143-64.34, City of Asheville is soliciting a RFQ from qualified persons and/or firms for the purpose of entering into a contract for professional services for an Architectural/Engineering (A/E) firm with experience in designing electrical service for compressors and dryers that serve compressed natural gas equipment. Persons/Firms shall be licensed to practice in the State of North Carolina and have proven expertise and knowledge of regulations of the type of work as solicited under the Scope of Work Section of this RFQ.

Respondents must submit a RFQ by **3:00 pm on October 12, 2011** to the attention of Amy Patterson, City of Asheville, Purchasing Division, 3 Hunt Hill Place, Asheville, NC 28801. The RFQ will not be accepted by facsimile transmission or e-mail. Any and all RFQs not received by **3:00 pm on October 12, 2011** will be rejected.

All inquires and questions about this RFQ must be submitted in writing by email to Linda Fowler at the following address: [lindaflower@bellsouth.net](mailto:lindaflower@bellsouth.net). Deadlines for questions will be **Monday, October 10, 2011 by 5:00**. A site review will be held on **10:00 am on October 5, 2011** at Fleet Management, 173 S. Charlotte St., Asheville, NC 28801.

Firms responding to this request for qualifications are notified of a City policy that prohibits contracting with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.

The City of Asheville reserves the right to reject any and/or all letters of interest and statements of qualifications.

NC State IPS Site

City of Asheville Webpage: <http://ashevillenc.gov/bids>

September 28, 2011

## **APPENDIX D-- RFQ EVALUATION COMMITTEE RULES**

### **RFQ for the Design and Replacement Transit Garage Roof**

1. During the entire evaluation process and while meetings are in session, the committee shall maintain confidentiality. No member shall transmit, communicate or otherwise convey preliminary conclusions or results of what was submitted by the vendors or that a given vendor will be selected. All internal workings of the committee shall be kept confidential until the committee has completed its work and a recommendation has been made to the Director of Transportation.
2. Vendor contact with committee members will be strictly prohibited. If contacted by a vendor, the committee member should direct the vendor to the Purchasing Division Manager.
3. Members must have no personal interest in any vendor submitting proposals.
4. Items of question will be brought before the entire committee. Contact with vendors will be conducted through the Purchasing Division and responses will be presented either verbally to the committee by the vendor or in writing to the committee. If verbally presented, appointments between the vendor and the committee will be coordinated by the Purchasing Division. If submitted in writing, schedules for submission will be coordinated by the Purchasing Division.
5. Each member will conduct and complete an individual evaluation of each proposal. The evaluations will be summarized and compiled for the committee as a whole.
6. Each member is directed to perform as fair of an evaluation as possible of all proposals and to set aside any prejudices. Note that the proposals can only be scored for those items that are listed in the scoring section of the RFQ. Please see the attached section from the actual RFQ document for details.
7. Each member will be requested to sign his/her "Evaluation Form" stating his/her independent assessment of each RFQ.
8. Each member must understand that the results of the committee's evaluation must stand up to public and legal scrutiny, and be legally supported and defended. Thus it is important that observations and comments be provided to explain your scores.

### **RFQ EVALUATION COMMITTEE RULES**

**As a condition of serving as an evaluator of offers for \_\_\_\_\_,**  
**I certify that I will:**

1. Use the information provide to me for the intended evaluation purposes only and will not disclose this information to any individual outside of the evaluation panel, including my supervisor or manager, without the express authorization of the Evaluation Committee Moderator. Information includes but is not limited to the strategy, timeline, source selection

criteria, evaluation plan, identity and number of offers, contents of offers, evaluation results and other documentation resulting from this evaluation.

2. Not solicit or accept any information other than that provided to me by the Moderator.
3. Report to the Moderator any attempt by other parties to obtain from or provide me any information described in this certification.
4. Honor any authorized restrictive legends placed on the information by prospective contractors or subcontractors or by City of Asheville and apply them to any reproductions or abstracts I may make or order to be made; and,
5. Return all copies of the information whether originally provided to me by COA or made or ordered by me in the course of my evaluation, and any abstract thereof, to the evaluation panel chairperson.

I understand that my unauthorized release of information may result in the termination of my participation in this procurement and/or administrative, civil and criminal penalties. I also understand that this certification will be made part of the source selection record and the official contract file and does relieve me of the responsibility for any other disclosure or certification required by law, regulation or other directive.

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Typed or Printed Name

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Signature

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Date

## **EVALUATION EXTENDED NOTES SECTION**

**Evaluator:** \_\_\_\_\_

- 1. General Capability of firm (30 points)**
- 2. Project Organization, Team Composition (20 points)**
- 3. Quality of Proposal (20 points)**
- 4. Ability to respond rapidly to the needs of the City of Asheville (30 points)**